

GRANT AGREEMENT

between

Macmillan Cancer Support

and

[NAME OF HOST]

FOR

Macmillan Q Lab

Phase 1 – Ideation

DRAFT – SUBJECT TO CONTRACT

This Agreement is dated [INSERT DATE]

Parties

- (1) **MACMILLAN CANCER SUPPORT** a charity registered in England & Wales (charity number 261017), Scotland (charity number SC039907) and the Isle of Man (charity number 604), and a company limited by guarantee incorporated and registered in England & Wales (company number 2400969) and the Isle of Man (company number 4694F), and whose registered office is at 3rd Floor, Bronze Building, The Forge, 105 Sumner Street, London, SE1 9HZ (“**Macmillan**”); and
- (2) [NAME OF HOST] [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (“**Host**”)

BACKGROUND

- (A) Macmillan is a charity that provides practical and emotional support to people affected by cancer and is collaborating with the Q community (**Q**), hosted by the NHS Confederation (Services) Company Limited (trading as The NHS Alliance) to bring together people from local health and care services and communities across the UK to collectively reimagine holistic cancer care closer to home (the **Project**).
- (B) The Host is a [community] OR [public sector] organisation with experience in providing health and care services for people living with cancer with local communities and wishes to carry out the Grant Activities.
- (C) Macmillan has agreed to pay the Grant to the Host to assist it in carrying out the Grant Activities.
- (D) This Agreement sets out the terms and conditions on which the Grant is made by Macmillan to the Host. The Host is responsible for ensuring that the Grant Activities carried out by it and any third party is in accordance with the terms of this Agreement. If the Host invites a third party to support the Grant Activities, it will be responsible for them and will remain accountable to Macmillan for the use of the Grant.
- (E) This Agreement is intended to ensure that the Grant is used for the purpose for which it is awarded.
- (F) The Parties confirm that it is their intention to be legally bound by this Agreement. The Parties further acknowledge and agree that the Grant is not being allocated by Macmillan as consideration for the provision of goods, services or works to Macmillan.

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: the terms and conditions set out in this agreement including any Schedules and Appendices.

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Host or any person who controls the Host. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Commencement Date: the date on which this Agreement takes effect, being 8th December 2026.

Confidential Information: all information in any format that one party discloses to the other party, whether before or after the Commencement Date, in connection with this Agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, beneficiaries, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- i) is or becomes publicly known (other than as a result of the receiving party's breach);
- ii) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- iii) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- iv) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Data Protection Laws: all Applicable Laws relating to the processing of personal data and privacy, including the retained EU law version of General Data Protection Regulation ((EU) 2016/679) as incorporated into UK law (**UK GDPR**), the Data Protection Act 2018, Data (Use and Access) Act 2025 and any legislation that succeeds these. The words or phrases personal data, processing and special category data have the same meaning as defined in the UK GDPR.

Default Event: an event or circumstance set out in clause 0.

Duplicate Funding: funding provided by a third party to the Host that is for the same purpose for which the Grant was made but has not been declared to Macmillan.

Eligibility Criteria: eligibility criteria for third party involvement in the Grant Activities as set out in Schedule 1.

Eligible Expenditure: the expenditure reasonably and properly incurred by the Host during the Grant Period which is specifically identifiable as directly related to the Grant Activities as set out in Schedule 1.

Final Report: the final Reflective Learning Report produced by the Host.

Grant: the aggregate sum that Macmillan will provide to the Host as funding for the Grant Activities as set out in Schedule 1.

Grant Activities: the Grant funded activities as described in Schedule 1 and in the Host's application as attached in Schedule 2.

Grant Application: the formal request from the Host for a Grant to be awarded to it by Macmillan including any proposal and plan, budget and any other information provided in support of the request, a copy of which is set out in Schedule 2 (Grant Application).

Grant Lead: the individual who has been nominated to represent the Host for the purposes of this Agreement (as notified to Macmillan from time to time).

Grant Manager: the individual who has been nominated to represent Macmillan's System Intervention Team for the purposes of this Agreement, as notified to the Host.

Grant Period: the period for which the Grant is awarded as set out in Schedule 1.

Host Name and Logo: the Host's name and logo as set out in Schedule 3.

Ineligible Expenditure: expenditure incurred by the Host which is not Eligible Expenditure, including the non-exhaustive list of ineligible expenditure set out in clause 9.

Intellectual Property Rights: all patents, trade marks, copyrights, design rights, database rights, good will, know how, whether registered or unregistered, in any part of the world.

Local Governance Group: means a local governance group established by the Host as described in Schedule 1.

Macmillan Name and Logo: means Macmillan's name and logo as set out in Schedule 3.

Macmillan Partnership Branding Design Guidelines: means Macmillan's guidelines for use of the Macmillan Name and Logo as provided by Macmillan to the Host.

Operational Group: a group chaired by representatives from Macmillan and Q to provide planning and delivery input with a focus on participants' evaluation and learning, communications and relationships with participants and grantees working on the Grant Activities.

Reflective Learning Report: a reflective learning report created by the Host to reflect on the learnings from the Grant Activities in the form described in Schedule 1.

Representatives: the Grant Manager or Grant Lead, or other person authorised by the relevant party to represent that party.

Sub-Grantee: a third party organisation or individual to whom the Host sub-awards any part of the Grant to carry out Grant Activities.

Term: the term of this Agreement starting on the Commencement Date and ending on expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any legislation or regulations that succeed this.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

(b) A reference to **writing** or **written** includes email.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

1.4 The Background recitals form part of this Agreement and are operative provisions of this Grant Agreement.

2. Purpose of Grant

2.1 The Host will use the Grant only for the delivery of the Grant Activities, and in accordance with the terms and conditions set out in this Agreement.

2.2 The Host will not make any change to the Grant Activities without Macmillan's prior written agreement.

2.3 Subject to clause 4.10 to clause 4.13 inclusive below, the Host may disburse the funds that comprise the Grant to Sub-Grantee(s) who can make the most impact with the Grant. In deciding how to allocate the Grant, the Host may choose to fund any of the Grant Activities to Sub-Grantees and does not have to carry out all the Grant Activities itself.

2.4 In deciding how to spend the Grant, the Host should take into account feedback from the Local Governance Group.

3. Payment of Grant

- 3.1 Subject to the rest of this clause (F)(b)3 and the Host's full compliance with the provisions of this Agreement, Macmillan will pay the Grant to the Host as set out in **Error! Reference source not found.**1 and under the terms of this Agreement.
- 3.2 Macmillan will pay the total Grant to the Host at the start of this Agreement which will be within 45 days of this Agreement being signed and completed by all parties subject to receipt of appropriate bank details from the Host by Macmillan.
- 3.3 The Host will provide any proof of expenditure and other supporting documents or information relating to the Grant that Macmillan may reasonably require at any time.
- 3.4 Macmillan will only pay the Grant to the Host in respect of Eligible Expenditure to deliver the Grant Activities. Macmillan will not make any Grant payment until Macmillan is satisfied that:
- (a) the Host has provided sufficient assurance that the Grant will be used for Eligible Expenditure only; and
 - (b) any previous grant payments have been used for Eligible Expenditure only.
- 3.5 The Grant will not be increased in the event of any overspend by the Host or any Sub-Grantee(s) in the delivery of the Grant Activities.
- 3.6 Macmillan will have no liability to the Host for any losses caused by a delay in the payment of the Grant however arising. The Host must promptly repay to Macmillan any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Host.
- 3.7 Macmillan has agreed to fund any or all of the irrecoverable VAT costs associated with the Grant. The Host shall repay to Macmillan immediately, any VAT subsequently recovered, whether by set-off, credit or repayment to the extent that any such VAT cost is included as part of the agreed costs associated with the Grant.
- 3.8 Nothing in the Agreement shall have the effect of the Host providing a service to Macmillan and the parties agree that payment of the Grant under the Agreement is outside the scope of VAT.

4 Use of Grant and Management of the Grant Activities

- 4.1 The Host may only use the Grant for the delivery of the Grant Activities in accordance with the agreed details set out in Schedule 1 and the Host's application included in this Agreement as set out in Schedule 2.
- 4.2 The Host must ensure equal access to the Grant Activities and shall not discriminate as to who can or cannot use or benefit from the Grant Activities, nor charge any individuals for the provision of the Grant Activities.

Draft – subject to contract

- 4.3 The Host must not spend any part of the Grant on the delivery of the Grant Activities after the Grant Period without the prior written consent of Macmillan.
- 4.4 If any part of the Grant remains unspent at the end of the Grant Period or on termination of this Agreement, the Host must ensure that those unspent monies are promptly returned to Macmillan unless otherwise directed in writing by Macmillan.
- 4.5 Macmillan shall only pay the Grant to the Host. The Host will be responsible for managing the Grant as between itself and any Sub-Grantee(s) involved in performing the Grant Activities. This includes securing the re-payment of the Grant if requested by Macmillan in accordance with this Agreement.
- 4.6 The Host and each Sub-Grantee shall carry out the Grant Activities with reasonable skill and care commensurate with the delivery of high-quality services to people living with cancer and in accordance with this Agreement.
- 4.7 The Host shall provide adequate and sufficient resources to deliver the Grant Activities.
- 4.8 The Host shall ensure that all personnel involved in the Grant Activities shall:
- (a) be appropriately registered, qualified and experienced for their roles;
 - (b) be given appropriate support and supervision in line with governing body recommendations (if applicable);
 - (c) possess or have the opportunity to develop the knowledge, skills, personal and professional development to successfully carry out and deliver the Grant Activities; and
 - (d) where applicable, be vetted for safeguarding purposes.
- 4.9 The Grant must not be used for any of the following non-exhaustive list of items:
- (a) paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
 - (b) using the Grant to petition for additional funding;
 - (c) expenses, such as for entertaining;
 - (d) input VAT reclaimable by the Host from HMRC;
 - (e) interest payments or service charge payments;
 - (f) gifts;
 - (g) in-hospital treatment and care;
 - (h) children's cancer initiatives and standalone support for carers;
 - (i) specialist psychological support beyond low-level emotional support;

- (j) managing organisational reserves or offsetting other loans;
- (k) payments for work or activities which the Host, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources; or bad debts to related parties;
- (l) the depreciation, amortisation or impairment of assets;
- (m) novel or contentious payments, or any payment that could cause embarrassment to Macmillan;
- (n) redundancy, sick pay, maternity or paternity pay, or any other payment that an employer is required to make;
- (o) reduce deficit in the Host's budget, or pay for any service or item that the Host is required to provide by statute;
- (p) advertising, consultancy or marketing; or
- (q) pay for any expenditure commitments of the Host entered into before the Commencement Date.

If the Host is unsure whether any proposed use of the Grant is permitted, it should check with Macmillan before spending the Grant.

Sub-Grantee(s)

4.10 The Host acknowledges that, where it will carry out the Grant Activities in partnership and/or collaboration with, and will pass some or all of the Grant to a Sub-Grantee(s), it will ensure that it enters into formal, legally binding agreements with each Sub-Grantee on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible to Macmillan for all acts and omissions howsoever arising of each Sub-Grantee as if it were a party to this Agreement.

Sub-Grantee Criteria

4.11 In addition to ensuring that any potential Sub-Grantee is able to meet the other requirements in this Agreement, the Host will ensure that any application for funding by a Sub-Grantee needs to meet the following criteria:

- (a) the applicant is a credible and reputable individual or organisation;
- (b) the applicant is based in the UK, has a UK bank account;
- (c) the applicant provides details of persons leading their organisation, such as directors;
- (d) the applicant must confirm they do not have any conflicts of interest in making the application, or if there is a conflict they must declare this so the Host can make an assessment about whether the conflict can be managed;
- (e) the applicant has clearly articulated how their proposal fits with the Grant Activities;
- (f) the applicant has the resources, capabilities and competencies to deliver the proposal successfully (assuming receipt of funds).

Ethical Requirements

- 4.12 The Grant shall not be used to fund any activities or Sub-Grantee(s) that are known or suspected to be involved in:
- (a) political activities or be a political party;
 - (b) criminal activity including money laundering or bribery;
 - (c) the sale of pharmaceutical products or pharmaceutical services;
 - (d) any form of gambling activity under the Gambling Act 2005;
 - (e) activities which are contrary to Macmillan's objects, its policies, or to people living with cancer; and
 - (f) the production, promotion, handling, distribution or sale of, or have direct links to:
 - (i) tobacco products;
 - (ii) alcoholic beverages; and
 - (iii) any other products with a clinically established link to causing cancer.

Equipment

- 4.13 Any equipment to be purchased using the Grant by the Host shall be owned by the Host and will not be returned to Macmillan at the end of the Term.

5. No Other Funding

The Host must not apply for or obtain third party or Duplicate Funding in respect of any part of the Grant Activities or any related administration costs that Macmillan is funding in full under this Agreement.

6. Grant Review

- 6.1 Macmillan will review the Grant at least twice during the Grant Period through Reflective Learning Report and Final Report produced by the Host and provided to Macmillan.
- 6.2 Each review may result in Macmillan deciding to take one or more of the following steps:
- (a) allow this Agreement to continue in line with existing plans;
 - (b) request the Host to re-define the outputs of the Grant or carry out remedial activity to improve delivery of the Grant Activities;
 - (c) recover any Grant monies that have been misspent by the Host (including the Host not delivering on the Grant Activities as outlined in its application);
 - (d) recover any Grant monies that have not been spent by the Host;
 - (e) suspend the Grant;

- (f) terminate this Agreement under **Error! Bookmark not defined.**17.2; or
 - (g) take any other action deemed reasonable in the circumstances.
- 6.3 If the Host is requested to carry out remedial activity, it will submit a plan to Macmillan setting out the steps it proposes to take to rectify the areas identified by Macmillan and the timetable for taking those steps.
- 6.4 The Host will immediately inform Macmillan if it becomes aware of anything that could reasonably be expected to have an adverse effect on the Grant Activities as envisaged by this Agreement. The Parties will work collaboratively to minimise any negative impact on the Grant Activities and people living with cancer.

7 Accounts and records

- 7.1 The Host will keep separate, detailed and up-to-date accounts and records relating to the Grant Activities (and, inter alia, to demonstrate expenditure on the Grant Activities and show its compliance with the requirements of the Agreement) including the receipt and expenditure of the Grant and details of any complaints and how they are handled for seven (7) years from the end of the Grant Period (or such longer period as may be required by Applicable Law).
- 7.2 Macmillan and its authorised representative(s) shall be entitled to visit the Host (upon reasonable notice) in order to inspect and audit all Grant related accounts, records and documentation including any financial or operational reports, and where applicable and necessary, anonymised data or case files, and obtain such other information as Macmillan may reasonably require to enable it to complete its own audit, or for any other reasonable purpose connected with the Grant (such as in-depth evaluation or monitoring) and shall have the right to take copies.
- 7.3 The provisions contained in this clause 7 shall survive expiry or termination of the Grant.
- 7.4 The Host shall provide Macmillan with a copy of all independent audit reports which are carried out in relation to the Grant or Grant Activities.

8 Monitoring and Reporting

- 8.1 The Host will monitor the delivery and success of the Grant Activities throughout the Grant Period to ensure that the aims and objectives of the Grant Activities are being met and that this Agreement is being adhered to.
- 8.2 Macmillan and the Q Lab team will monitor progress through participation, the Reflective Learning Report and Final Report. The Reflective Learning Report and Final Report will be in the format, and contain the information, reasonably required by Macmillan and submitted by the Host in accordance with the requirements set out in Schedule 1.
- 8.3 The Host shall provide Macmillan with timely information (including any anonymous data requirements) as set out in Schedule 1 to enable Macmillan to create progress reports on the Grant Activities and, shall provide Macmillan with a Final Report at month eight of the Grant Period.

9 Conflicts of interest

The Host will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this Agreement. All conflicts must be declared and appropriately managed.

10 Promotions and Communications

- 10.1 It is the intention of the Parties that information about the Grant Activities may be disseminated widely in the media including, without limitation, social media and other communications channels to demonstrate the benefits for people living with cancer. However, such communications shall be agreed by all parties in advance.
- 10.2 Macmillan and the Host shall work together in collaboration with Q in all good faith to agree how to best promote the Grant Activities including in the creation of any promotional materials, collaboration on all communications and in the creation of any joint communications plan.
- 10.3 The Host shall follow the sign-off process as set from time to time by Macmillan for all promotional materials and communications relating to the Grant Activities including any recruitment or participant materials or other materials bearing the Macmillan Name and Logo which will require the prior written approval of Macmillan.
- 10.4 Macmillan may publicise the Grant and details of the Grant Activities, using the Host Name and Logo (and that of any Sub-Grantee) and any information gathered from its Grant Application or any reports submitted to Macmillan under this Agreement including the Reflective Learning Report and Final Report, without prior notice.
- 10.5 The Host will comply with all reasonable requests from Macmillan to facilitate visits and provide reports, statistics, photographs and case studies that will assist Macmillan in its non-commercial activities relating to the Grant.

11 Macmillan Licensing Rights

- 11.1 Macmillan is the beneficial owner of the Macmillan Name and Logo.
- 11.2 For the purpose of advancing the Grant Activities, Macmillan hereby grants to the Host and any Sub Grantee for the Grant Period a non-exclusive, fully revocable, non-transferable licence, without a right to sub-license, to use the Macmillan Name and Logo on any materials produced by it for the Grant Activities, provided that such licence shall be subject to the conditions set out below:
 - (a) the Macmillan Name and Logo shall only be used by the Host and the Sub Grantee (as the case may be) in accordance with Macmillan Partnership Branding Design Guidelines and this Agreement and/or as may be instructed by Macmillan;
 - (b) the Host and the Sub Grantee (as the case may be) shall observe all reasonable directions given by Macmillan as to the reproductions of the Macmillan Name and Logo in its general use; and
 - (c) the Host and the Sub-Grantee (as the case may be) shall cease to use Macmillan's Name and Logo as Macmillan may reasonably require.

Draft – subject to contract

11

12. Host Name and Logo

- 12.1 For the purpose of advancing the Grant Activities, the Host hereby grants to Macmillan for the Term a non-exclusive, fully revocable, non-transferable licence, without a right to sub-licence (including to Q), to use the Host Name and Logo on any materials solely in relation to the Grant Activities (including for any materials and communications relating to the Grant Activities) (which for the avoidance of doubt, will be for non-commercial purposes), provided that such licence shall be subject to the following conditions:
- (a) the Host Name and Logo shall only be used by Macmillan in accordance with the Host's brand guidelines as notified to Macmillan from time to time;
 - (b) Macmillan shall observe all reasonable directions given by the Host as to the reproductions of the Host Name and Logo in its general use; and
 - (c) Macmillan shall cease to use the Host Name and Logo as the Host may reasonably require and in any event on expiry of the Grant Period.

13. Intellectual Property Rights

- 13.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to Macmillan or the Host before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.
- 13.2 Other than as expressly set out in this Agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 13.3 The Host hereby grants Macmillan and Q an irrevocable, perpetual, non-exclusive, royalty free sub—licensable, non-commercial licence to publish, circulate or otherwise use the Grant Activities outputs and outcomes including the Reflective Learning Report, Final Report and any other materials created by the Host or any Sub-Grantee arising from the Grant Activities. This will include sharing the content of the Reflective Learning Report and Final Report with other Macmillan Q Lab participants and more widely through other publication and communications channels such as via Macmillan's and /or Q's website and social media channels for non-commercial purposes.
- 13.4 The Host represents and warrants that the outputs of the Grant Activities, the Reflective Learning Report and the Final Report shall not infringe the Intellectual Property Rights or any other rights of any third party and shall, in all material respects, be accurate and up to date.
- 13.5 The Host shall ensure that it is clear to staff, Host volunteers, service users and the public that Macmillan is supporting the Grant Activities, including displaying the Macmillan Name and Logo in all promotional materials and communications relating to the Grant Activities.
- 13.6 Where Macmillan has provided the Host with any of its Intellectual Property Rights for use in connection with the Grant Activities (including the Macmillan Name and Logo), the Host must, on termination of this Agreement, cease to make any further use of those Intellectual Property

Rights and acknowledges and agrees that any goodwill from use of the Macmillan Name and Logo will accrue to Macmillan.

- 13.7 Where Intellectual Property Rights are created during the Grant Activities as a consequence of the Grant by the Host or a Sub-Grantee including the Reflective Learning Report and the Final Report, the Host must obtain the prior written consent of Macmillan (such consent not to be unreasonably withheld) before making any commercial use of, or granting any third-party exploitation rights over, any of the foregoing. For the avoidance of doubt, it is reasonable for Macmillan to withhold consent if such withholding is an appropriate means of achieving public benefit and/ or Macmillan's charitable objects.

14. Confidentiality

- 14.1 Each party undertakes that it will, during the term of this Agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this Agreement or expressly authorised in writing by the other party.
- 14.2 The Host may, if necessary, disclose Macmillan's Confidential Information to those persons who need to know that information for the purposes of carrying out the Grant Activities including any Sub-Grantee(s) (**Permitted Recipients**). The Host must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this Agreement. The Host must not, and must procure that its Permitted Recipients do not, use any of Macmillan's Confidential Information for any purpose other than as necessary for the Grant Activities.

15 Freedom of information

- 15.1 Macmillan acknowledges that the Host is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**). In this clause, **Request for Information** means a request for information or an apparent request under the FOIA.
- 15.2 The Host will keep Macmillan informed of any request under the FOIA relating to the Grant.

16. Data Protection

- 16.1 The parties agree they will handle all personal data including that provided by individuals with lived experience or community participants as part of the Grant Activities in accordance with the Data Protection Laws.
- 16.2 It is not anticipated that there will be any personal data processing as defined by Data Protection Laws under this Agreement but if it is proposed to process personal data, the parties will put in place a data processing before such processing.
- 16.3 Any data provided by the Host to Macmillan under this Agreement will be anonymised, non-identifiable and minimised (other than minimal personal data provided by the Host to Macmillan on its Grant Lead or representatives from its Sub-Grantee(s) consisting of name, job title and email address).

- 16.4 The Host agrees that Macmillan may share with Q, the name, job title and email address of the Grant Lead, and any Sub-Grantee(s)'s for the purposes of inviting the Macmillan Q Lab participants to the Macmillan Q Lab workshops, meetings and coaching that form part of the Grant Activities. Macmillan may contact individuals who have consented to future contact from Macmillan in accordance with their preferences.

17 Withholding, Reducing and Repayment of Grant

- 17.1 Macmillan's intention is that the Grant will be paid to the Host in full. However, without prejudice to Macmillan's other rights and remedies, Macmillan may exercise its rights in clause 0 if:

- (a) the Host uses the Grant for Ineligible Expenditure;
 - (b) the Host fails to comply with any of its obligations under this Agreement and that failure is material or persistent in Macmillan's reasonable opinion;
 - (c) the Host has not participated in the Macmillan Q Lab workshops and coaching sessions as part of the Grant Activities described in Schedule 1 and the Host has failed to provide Macmillan with a reasonable explanation (in Macmillan's reasonable opinion) for the non-participation;
 - (d) Macmillan (acting reasonably) considers that the Host has not made satisfactory progress with the delivery of the Grant Activities;
 - (d) the Host is, in the reasonable opinion of Macmillan, delivering the Grant Activities in a negligent manner, which includes failing to prevent or report actual or anticipated financial irregularity;
 - (e) the Host applies for or obtains duplicate funding for the Grant Activities;
 - (f) the Host provides Macmillan with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;
 - (g) Macmillan determines (acting reasonably) that the Host or any Representative or member of the governing body of the Host has either:
 - (i) acted dishonestly or negligently at any time and to the detriment of Macmillan; or
 - (i) taken any actions which bring or are likely to bring Macmillan's name or reputation into disrepute or which pose a risk to charitable funds;
 - (h) the Host transfers, assigns or novates this Agreement to any third party (or attempts to do so) without Macmillan's consent;
 - (j) the Host ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (k) the Host becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors (other than for
- Draft – subject to contract

the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due; or

- (l) the Host undergoes a Change of Control which Macmillan considers will be materially detrimental to the Grant Activities.

17.2 Where Macmillan determines that a Default Event has or may have occurred, Macmillan will notify the Host to that effect, setting out any relevant details and any action it intends to take or has taken. Macmillan may take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the Grant;
- (c) require the Host to repay all or any part of the Grant previously paid to the Host; and
- (d) immediately terminate this Agreement.

17.3 If a Default Event has or may have occurred and Macmillan believes it is capable of being remedied, Macmillan will not exercise its rights under clause 0 unless the Host fails to rectify the default to the reasonable satisfaction of Macmillan within the time period specified by Macmillan. Macmillan may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in Macmillan's reasonable opinion) that the Host is unwilling to comply, or unable to comply, with the terms and conditions of this Agreement.

17.4 If the Host is subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Grant Activities or compliance with this Agreement, it will notify Macmillan as soon as possible so that, if possible and without creating any legal obligation, Macmillan will have an opportunity to provide assistance in resolving the problem or to take action to protect Macmillan and the Grant.

18 Compliance

18.1 The Host represents and warrants to Macmillan that:

- (a) the information given to Macmillan in the Grant Application is true and accurate;
- (b) the person signing on behalf of the Host has the requisite power and authority to do so and the Host agrees to be bound regardless of whether that signatory had the requisite power and authority to do so;
- (c) it has, or shall have within agreed timescales, all necessary funds and resources to carry out the Grant Activities in accordance with this Agreement (assuming due receipt of the Grant);
- (d) it has, or shall, obtain all necessary licences, authorities and consents to carry out the Grant Activities;
- (e) it shall comply with all Applicable Laws, statutes, regulations and codes relating to modern slavery including the Modern Slavery Act 2015 and represents and warrants that it has, and

shall maintain in place throughout the Term, its own policies and procedures to ensure that there is no modern slavery in its organisation or supply chain; and

- (f) it shall comply (and ensure that all personnel shall comply) with all Applicable Laws, statutes, regulations and codes relating to anti-bribery, failure to prevent fraud, anti-corruption and tax evasion including the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023 and the Criminal Finances Act 2017, and it has not and shall not (and any personnel have not and shall not) engage in and is not aware of any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023 or the Criminal Finances Act 2017, and shall use all reasonable endeavours to prevent bribery, fraud and tax evasion, including by adopting and enforcing adequate policies and procedures in accordance with the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023 and the Criminal Finances Act 2017 and by following the guidance issued under Section 9 of the Bribery Act 2010, Section 204 of the Economic Crime and Corporate Transparency Act 2023 and guidance issued under section 47 of the Criminal Finances Act 2017 respectively.

- 18.2 The Host must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers or Sub-Grantees engaged on the Grant Activities comply with all Applicable Laws and clause 18.1 in carrying out the Grant Activities.

19 Environment

- 19.1 The Host will carry out the Grant Activities with due regard to the protection of the environment, including by:
 - (a) minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
 - (b) conserving the use of raw materials, water, energy and other resources;
 - (c) adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
 - (d) limiting the Grant Activities' impact on biodiversity and nature.
- 19.2 The Host will take all possible precautions to ensure that any materials used in the Grant Activities do not contain any damaging or hazardous substances unless this is unavoidable in which case the Host must notify Macmillan in advance of their use.

20 Limitation of Liability and Indemnity

- 20.1 Macmillan accepts no liability for any consequences, whether direct or indirect, that may come about from the Host running the Grant Activities, the use of the Grant or from the withdrawal, withholding, suspension, repayment or reduction of the Grant.
- 20.2 The Host will indemnify Macmillan against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs and reasonable professional costs and expenses) suffered or incurred by Macmillan in connection with:

- (a) the acts or omissions of the Host and any Sub-Grantee in relation to the Grant Activities;
- (b) the non-fulfilment of any obligations of the Host under this Agreement; or
- (c) the performance or non-performance of any obligation of the Host to any third party in relation to the Grant Activities.

20.3 Subject to clause 20.120.1 and clause 20.4 Macmillan's liability under this Agreement is limited to the amount of the Grant.

20.4 Nothing in this Agreement limits any liability which cannot legally be limited.

21 Insurance

21.1 The Host will, during the Grant Period and for a period of 2 years after termination or expiry of this Agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this Agreement and any other claims that may be brought against it in connection with the Grant Activities, including for professional indemnity (if relevant), death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).

21.2 The Host will (on request) supply to Macmillan evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

22 Term and Termination

21.1 This Agreement will apply for the duration of the Term unless it is terminated earlier in accordance with its terms.

21.2 Without prejudice to a party's rights set out in this Agreement (including under clause 16.2), either party may terminate this Agreement by giving at least one month's written notice to the other party. For the avoidance of doubt, if Macmillan terminates with one month's notice under this clause 21.2 it may exercise its rights under clause 17.2 in the event of a Default Event.

23 Consequences of Termination or Expiry

23.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Agreement will survive expiry or termination and continue in full force and effect.

23.2 Termination or expiry of this Agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this Agreement will prejudice the rights of Macmillan to recover any amount of the Grant previously paid to the Host following termination or expiry.

23.3 Any liabilities arising at the end of the Grant Activities or on termination or expiry of this Agreement must be managed and paid for by the Host using its own resources. There will be no additional funding available from Macmillan for this purpose. Macmillan will not be liable to pay any of the Host's costs or those of any supplier of the Host or Sub-Grantee related to any transfer or termination of employment of any employees engaged in the Grant Activities.

- 23.4 The parties agree that neither the start nor the end of the Grant Activities (or any part of them) is expected to constitute a relevant transfer for the purposes of TUPE. However, if there is a transfer of staff in or out of the Host or any Sub-Grantee under TUPE, or if any such staff claim to have transferred under TUPE, the Host and each Sub-Grantee shall indemnify Macmillan against (i) all claims, costs and liabilities relating to the employer's obligations to such staff under TUPE and/ or (ii) defending any claims of such staff under TUPE, including any claims arising out of termination of employment or redundancy of such staff.

24 Evaluation

Macmillan may itself or through a third party evaluate the Grant Activities. The Host will, during and after the Grant Period, co-operate with Macmillan and any third party evaluator by responding to requests for information about the Grant Activities and providing access to those of its Representatives involved in the Grant Activities.

25 Change of Control

The Host will notify Macmillan as soon as the Host is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Host will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

26 Assignment

The Host may not, without the prior written consent of Macmillan, assign, transfer, novate or in any other way dispose of the whole or any part of this Agreement to any third party.

27 Notices

- 27.1 Any notice given to a party under or in connection with this Agreement must be on the letterhead of that party and signed by a person with requisite authority to make such notice non behalf of that party and either be served in person or sent by first class recorded post to the relevant address of that party stated at the beginning of this Agreement with a copy of such notice sent by email to the following email address:

For Macmillan: **legalenquiries@macmillan.org.uk;**

For the Host: **[INSERT HOST'S EMAIL ADDRESS FOR NOTICES]**.

- 27.2 Any notice will be deemed to have been served:

- (a) If it was served in person, at the time of service;
- (b) If it was served by first class recorded post, forty-eight (48 hours) after it was posted

If it was served on a non-business day or after 5.00 pm on any business day it will be deemed received on the next business day.

28 Dispute Resolution

- 28.1 In the event of any dispute between the parties (which does not relate to Macmillan's right to withhold, reduce or recover funds or terminate this Agreement), the matter will first be referred for resolution to the Grant Manager.
- 28.2 If the dispute remains unresolved within 14 days of the matter being referred to the Grant Manager, either party may refer the matter to a formal meeting between a Director (or their delegate) of Macmillan and a Director (or their delegate) of the Host.

29 Governing Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 – the Grant

Background:

Macmillan and Q are collaborating to explore place-based partnerships to collectively reimagine holistic cancer care closer to home.

The ambition of both organisations through this work is to improve access, experience and outcomes of cancer care by enabling neighbourhood-led, community routed approaches that deliver holistic support closer to home. Macmillan and Q aim to do this together in ways that address inequities, strengthen collaboration across the system, and generate learning that can be adopted and scaled more widely.

Aims and objectives of the Grant:

The aim of the Grant is to enable organisations to develop ideas (such as processes or tools, whether patient facing or for health and social care) and test ideas on the feasibility of any early prototype(s) to reimagine holistic cancer care closer to home.

Grant: £75,000 (seventy-five thousand pounds) payable in advance.

Grant Period: a period of 9 months from the Commencement Date.

Eligible Expenditure:

The Host organisation will distribute grant funds to Sub-Grantees and the teams involved including contributors as required to deliver Grant Activities.

Eligible expenditure includes reasonable costs directly related to Grant Activities and participation, discovery, engagement, design, testing and learning. This may include team and contributor travel and subsistence, participation costs, gift vouchers, equipment (IT including licenses) and access charges.

Grant Activities:

The Host will work with Q and Macmillan and participate in the following Macmillan Q Labs workshops:

- 8 December 2026 – Welcome Session (online) – Build Teams phase
- 27 January 2027 – Workshop 1 (in person) – Research and Discovery phase
- 6 April 2027 - Workshop 2 (online) – Define and Refine phase
- 16 June 2027 – Workshop 3 (in person) – Develop and Test phase
- 14 September 2027 – Workshop 4 (online) – Distil and Share phase

The remainder of the Grant Activities are set out in Schedule 2 (Host Application).

Support from Macmillan and/or Q:

Representatives from Macmillan's System Intervention Team will attend the above workshops and Q will provide the Host with a summary write up after each of the Macmillan Q Lab workshops.

Q will provide support with coaching, peer learning and design support for the Grant Activities.

Representatives:

For Macmillan: [INSERT]

For the Host: [INSERT]

Roles:

Teams are made up of community organisations and public sector organisations working together to bring cancer care closer to home.

Teams will work with people with lived experience of cancer or those caring for people who have cancer as part of Macmillan Q Lab activities.

It is recommended that each team includes the following roles, some of which could be combined:

- Senior leader sponsorship - who can help make the case for this work, and has the position and network to influence the system.
- Project manager or team lead - who can build a team, lead the work and co-ordinate involvement.
- Strategic lead - who can provide direction, make connections, consider sustainability, and how to spread the ideas developed.
- Communications support - to share learning within your organisation, Macmillan, the Q community and wider networks.
- It is desirable to have people with lived experience of cancer, or carers of loved ones who have cancer, to be part of the team.
- Involvement of people from ethnically diverse communities, disabled people, LGBTQ+ people, and those living with other long-term conditions is encouraged.

Eligibility Criteria: In addition to the overarching requirements set out in clause 4 above, the Host is expected to determine its own eligibility criteria and due diligence to determine whether third parties, organisation or individuals are eligible to take part in the Grant Activities as Sub-Grantees. This also includes carrying out appropriate risk assessment on potential Sub-Grantees

Third parties, organisations or individuals who are successful Sub-Grantees should be based in the UK and able to commit to the time required to participate fully in the Macmillan Q Lab, including attending the four workshops.

Governance:

An Operational Group with representation from Macmillan and Q will provide input as needed. This will include focus on participation and learning, communications and relationships with the Host.

Local Governance Group:

The Host will establish a Local Governance Group, including representation from the Host, Sub-Grantees, and a senior sponsor. The Local Governance Group will provide oversight of Grant Activities delivery, risks, funding, participation, and progress. The Host will develop terms of reference to set out membership, decision-making arrangements, meeting frequency, and escalation routes. Macmillan and Q will be invited to attend meetings of the Local Governance Group for the purposes of review and to receive updates on progress but will not be involved in the day to day decisions with the Grant Activities.

2. Outputs and Outcomes

The Host will work with Q and Macmillan and participate in the Macmillan Q Labs. It will develop ideas that reimagine cancer care closer to home using the Macmillan Q Labs approach. This will involve collaborating across organisational and professional boundaries to uncover insights and learnings on the development and testing of practical ideas (prototypes) that could improve cancer care and to work towards achieving the following outputs and outcomes in connection with the Grant:

Lab Outputs:

Design ideas and solutions for interventions to improve holistic care for people with cancer closer to home in the UK. This will include:

- Setting out how all parties will work together – A Local Governance Group with a terms of reference setting out membership, decision-making arrangements, meeting frequency, and escalation routes. Researching the topic to deepen understanding and share learnings (analysis)
- Identifying opportunities for change, prioritising areas of focus
- Developing testing plans for prototype(s)
- Obtaining feedback from Sub-Grantees and the teams involved including contributors on the feasibility of any prototypes
- Undertaking early stage testing and developing plans for implementation – viable proof of concept
- Communicating and sharing learnings with Macmillan and Q and other participants

Lab Outcomes:

- Space to experiment
- Benefits for whole organisation problem-solving
- Diverse perspectives
- Increased confidence and skills
- Across organisations and systems:

Draft – subject to contract

- Strengthened trust
- Addressing power imbalances
- Understanding what it takes to convene across different expertise and sectors
- Shared accountability to shape cancer outcomes and co-design locally-led solutions
- Collaborative approaches acting as an enabler for real practical change for people living with cancer.

At the end of the Grant Period, teams with proposed solutions that have proof of concepts that are deemed viable and feasible by Macmillan and Q may then be invited to join a subsequent implementation phase and supported to implement their ideas in practice. However, progress to the implementation phase is not guaranteed. Any teams that do not reach the point where they have solutions that are feasible to implement in practice will exit the Project at this point.

3. Grant Activities Reporting

The Host, in collaboration with Sub-Grantees will complete a Reflective Learning Report at months four of the Grant Period and complete a Final Report at month eight of the Grant Period using the following template and will promptly submit the completed version to the Grant Manager together with a breakdown of expenditure of the Grant:

Macmillan Q Lab: Reflective Learning Report

This report is an opportunity to pause and reflect on your team's learning. It is not an evaluation or performance report. We are interested in how your thinking is developing, what you are learning through testing ideas and working across your system, and what this means for your next steps.

Please answer each section as openly as possible. Reflections on challenges and things that haven't gone to plan are just as valuable as successes.

1. Where are we now?

Briefly describe where your project is at.

- What have you been focusing on since the Lab began?
- What progress have you made?

2. What are we learning?

Reflect on your learning so far.

You might consider:

- What have you learned about the challenge you're trying to address?

- What has surprised you?
- How has your thinking changed?
- What are you learning about working across organisations?

3. What's changing?

What changes are you beginning to notice?

This could include changes in:

- relationships or partnerships
- ways of working
- understanding of people's needs
- testing new ideas
- confidence or capability
- opportunities for improving cancer care closer to home

What evidence or examples have you seen?

4. What's challenging us?

What challenges or barriers have you experienced?

How have you responded?

What have these challenges taught you?

5. What's next?

Looking ahead to the next phase of your work:

- What are your priorities?
- What will you build on?
- What support would help?
- What are you most curious to learn next?

One sentence reflection

Complete this sentence:

[The most important thing we've learned so far is] ...

Schedule 2 – Grant Application

[TO BE INSERTED IN FINAL VERSION]

Schedule 3

Macmillan Name and Logo

Funded by

**MACMILLAN
CANCER SUPPORT**

Host Name and Logo

[TO BE INSERTED]